

08 CIV 5762

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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BELARUSSIAN SHIPPING CO., :

Plaintiff, :

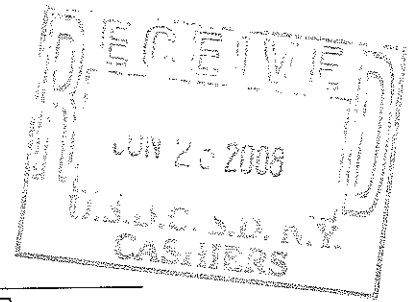
- against - :

S&T HARRISONS GmbH, :

Defendant. :

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08 Civ. _____
ECF CASE



VERIFIED COMPLAINT

Plaintiff, BELARUSSIAN SHIPPING CO. (hereinafter referred to as "Plaintiff" or "BSC"), by and through its attorneys, Tisdale Law Offices LLC, as and for its Verified Complaint against the Defendant, S&T HARRISONS GmbH (hereinafter referred to as "Defendant" or "S&T"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.
2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and operating under foreign law with a principal place of business in Minsk.
3. Upon information and belief, Defendant was, and still is, a foreign corporation or other business entity organized under and existing by virtue of foreign law with a place of business in Hamburg.
4. By a charter party dated April 29, 2008 on an amended NYPE form, BSC chartered the "M/V ORIENTAL QUEEN VI" to S&T for a time charter of "one or two laden legs in Charterers' option."

5. Certain disputes arose between the parties after the Defendant wrongfully forced Plaintiff to overpay hire and other expenses due and owing to the Plaintiff in breach of the charter party.

6. As a result of Defendant's breaches of the charter party, Plaintiff has suffered damages in the principal amount of \$172,650.90. *See Provisional Final Hire Statement annexed hereto as Exhibit "1."*

7. Despite due demand, Defendant has failed to pay the sums due and owing as a result of its breaches of the charter party.

8. Pursuant to the aforementioned charter party, any disputes arising thereunder shall be referred to Arbitration in London with English law to apply.

9. Plaintiff will soon commence arbitration in London and appoint its arbitrator.

10. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in London Arbitration proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts:

A.	Principal claim:	\$172,650.90
B.	Estimated interest on claims: 3 years at 6.5%	\$39,998.63
C.	Estimated attorneys' fees:	\$75,000.00
Total		\$287,649.53

11. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court,

held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

12. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant, to compel arbitration and to secure the Plaintiff's claim as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint, failing which default judgment be entered against it in the sum of **\$287,649.53**.

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds up to the amount of **\$287,649.53** belonging to, due or being transferred to, from, or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishee(s) to be named, and that all persons

claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That pursuant to 9 U.S.C. §§201 et seq. this Court recognize and confirm any London arbitration award in Plaintiff's favor against the Defendant as a judgment of this Court;

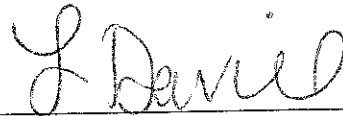
D. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

E. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: June 26, 2008
New York, NY

The Plaintiff,
BELARUSSIAN SHIPPING COMPANY,

By:



Lauren C. Davies (LD 1980)
Thomas L. Tisdale (TT 5263)
TISDALE LAW OFFICES LLC
11 West 42nd Street, Suite 900
New York, NY 10036
(212) 354-0025 – phone
(212) 869-0067 – fax
ldavies@tisdale-law.com
ttisdale@tisdale-law.com

ATTORNEY'S VERIFICATION

State of Connecticut)
) ss.: City of Southport
County of Fairfield)

1. My name is Lauren C. Davies.

2. I am over 18 years of age, of sound mind, capable of making this

Verification, and fully competent to testify to all matters stated herein.

3. I am an Attorney in the firm of Tisdale Law Offices, LLC, attorneys for the
Plaintiff.

4. I have read the foregoing Verified Complaint and know the contents
thereof and believe the same to be true and accurate to the best of my knowledge, information
and belief.

5. The reason why this Verification is being made by the deponent and not
by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now
within this District.

6. The source of my knowledge and the grounds for my belief are the
statements made, and the documents and information received from, the Plaintiff and agents
and/or representatives of the Plaintiff.

7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: June 26, 2008
 Southport, CT

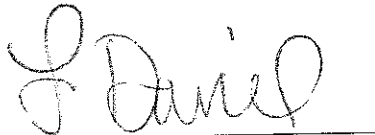

Lauren C. Davies

EXHIBIT 1

From: 12/05/08 04:30 GMT
To: 22/06/08 01:15 GMT

	Debit	Credit
Charter-Hire : 40,86458 days at US\$ 38,000.00 per day		US\$ 1,552,854.17
Less total commission 3.75%	US\$ 58,232.03	
Bunkers on board on delivery : IFO 380,000 mts at US\$ 625.00 pmt 500 MGO 49,840 mts at US\$ 1,050.00 pmt		US\$ 237,500.00 US\$ 52,332.00
Bunkers on board on redelivery : IFO 300,002 mts at US\$ 625.00 pmt MGO 19,583 mts at US\$ 1,050.00 pmt	US\$ 187,501.25 US\$ 20,562.15	
MGO overconsumed on sea passage Achadi - Nikolayev 4,10 mt at USD 1050	US\$ 4,305.00	
From To Days 18/05/2008 22:45 18/05/2008 23:30 0.0168269 time lost 24 mins due to reduced speed Plus commission after exit fm Ist. Strait - receipt of spare parts	US\$ 639.42	US\$ 23.98
Off-hire bunker: FO 0.387018231 mts at US\$ 625.00 pmt DO 0.033653846 mts at US\$ 1,050.00 pmt	US\$ 241.89 US\$ 35.34	
Off-hire C/V/E:	US\$ 0.83	
From To Days 22/05/2008 23:00 23/05/2008 08:30 0.3958333 time lost in Suez Canal due to supply of Plus commission fresh water, spare parts and crew change	US\$	
Off-hire bunker: FO mts at US\$ 625.00 pmt DO 0.83125 mts at US\$ 1,050.00 pmt	US\$ US\$	
Off-hire C/V/E:	US\$	
Time lost on sea passage Nikolayev - Paradip 5,75 hrs Plus commission	US\$ 9,104.17	US\$ 341.41
MGO overconsumed on sea passage Nikolayev - Pamdip 2,42 mt at USD 1050	US\$ 2,541.00	
From To Days ESTIMATED 14/06/2008 13:54 19/06/2008 17:45 5.1604167 time lost due to illegal instruction of Owner Plus commission to Master not to berth the vessel in Paradip	US\$ 196,095.83	
Off-hire bunker: FO mts at US\$ pmt DO 8 mts at US\$ 1,050.00 pmt	US\$ US\$ 8,400.00	
Off-hire C/V/E:	US\$ 254.49	
ILOHC C/V/E 1,500.00 PMPR	US\$ 2,000.00	US\$ 5,000.00 US\$ 2,009.73
Estimated Owners expenses USD 1000 per port of call (2 ports of call Nikolayev, Paradip)	US\$ 7,175.00	
Cash to Master in Suez Canal USD 7000 + 2,5%	US\$ 34,235.00	
Nikolayev (bunker MGO 20 mt at USD 1650 + barging USD 400) 33400 + 2,5%	US\$ 1,000.00	
Estimated additional telephone expenses for negotiations with concerned parties while Owners' illegal actions in Paradip		
Bonus for redelivery in Paradeep	US\$ 400.00	US\$ 135,000.00
On-hire survey USD 800	US\$	
Off-hire survey at USD	US\$ 818,194.70	
Less amount paid	US\$ 131,464.41	
Less amount paid	US\$ 354,745.09	
Less amount paid	US\$ 73,248.36	
Less amount paid	US\$ 72,994.26	
Less amount paid	US\$ 36,624.18	
Less amount paid	US\$ 64,484.18	
Less amount paid	US\$ 36,609.42	
Less amount paid	US\$ 36,624.19	
	US\$ 2,157,712.18	US\$ 1,965,061.28
Balance due to Charterers	US\$ 172,650.90	